

EXHIBIT A

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001596
WITH MUNICIPAL RESOURCE GROUP, LLC**

This Second Amendment to Agreement number F001596, dated December 15, 2017 ("Agreement") is made as of this _____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City"), and Municipal Resource Group, LLC ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide an assessment of the Human Resources Department, which was amended by a first amendment for the purpose of augmenting the scope of services, extended the time for performance and adding additional compensation ("First Amendment").
- B. City and Consultant now desire to further amend the Agreement for the purpose of extending the time of performance, revising the Scope of Services, and increasing compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1. Scope of Services

Exhibits A and A-1 to the Agreement are hereby replaced by Exhibit A-2 to this Amendment.

2. Section 2. Compensation

Section 2(c) is hereby further amended to increase the compensation payable to Consultant under the Agreement by \$70,700.00 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of One Hundred Fifty-Six Thousand Seven Hundred Dollars and No/Cents (\$156,700.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 040101-5320."

Exhibits B and B-1 to the Agreement are hereby replaced by Exhibit B-2 to this Amendment.

3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than September 14, 2018."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Municipal Resource Group, LLC

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

VIWU27HA

Attachment: Exhibit A-2 - Scope of Services
Exhibit B-2 - Project Fees

Amendment to Professional Services Agreement
Form approved by the City Attorney 8-8-14

MUNICIPAL RESOURCE GROUP, LLC

SCOPE OF SERVICES

Exhibit A-2

Human Resources Advisory Services

MRG will provide the services of Charlie Wilson as a Human Resources Advisor, and other MRG consultants as needed for the period commencing July 1, 2018 and ending September 14, 2018. Mr. Wilson shall perform such services on and off City premises approximately thirty-five (35) hours per week as scheduled.

Mr. Wilson will report to the Interim Human Resources Director/Deputy City Manager Gloria Hurtado, and, at her direction, will provide support and consultation services for the Human Resources department as follows:

- Provide operational direction to and supervision of HR staff in the performance of their usual duties
- Provide performance feedback to HR staff
- Review official city documents for sufficiency, adherence to policy and applicable laws and provide such documents to the Interim Human Resources Director/Deputy City Manager for final approval
- Represent Human Resources at City meetings, advising participants on HR best practices prior to action being finalized for implementation
- Oversee recruitment plans for filling vacant allocations in Human Resources, screening applicants for ranking and commencing selection processes (assessments, interviews, etc.) up to final interviews prior to selection
- Implement the restructuring recommendations emanating from HR Assessment completed in April, 2018 (office movements, new reporting relationships, changes in procedures, etc.)
- Implement identified improvements in the application and efficacy of existing software systems (NeoGov, IFAS, WorkTerra, etc.) used within HR and by the City

Job Description Preparation and Salary Study

- Draft and finalize job descriptions for the recommended Assistant Human Resources Director and Principal Human Resources Analyst classifications

MUNICIPAL RESOURCE GROUP, LLC

EXHIBIT B-2

PROJECT FEE

MRG and the City are amending this contract to include extending the time of performance, revising the Scope of Service and increasing compensation. Expenses include items such as lodging, mileage, meals, and document production. Expenses are not to exceed \$9,000.00. The contract, including the contract amendments, will now be capped at \$156,700.00.